

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPI Commercial, LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	555 Mission Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3114923	CATALYST	
Registration Number:	2423880	XYREM	
Registration Number:	2472156	XYREM	
Registration Number:	2774178	1-866-XYREM88	
Serial Number:	77797806	BELMORO	
Registration Number:	3114867	CATALYST	
Serial Number:	77797803	MYARIVE	
Serial Number:	77797778	REKINLA	
Registration Number:	3309255	XYREM	
Registration Number:	3162632	XYREM	
Registration Number:	3162633	XYREM	
Registration Number:	3162634	XYREM	
Registration Number:	3162635	XYREM	
Registration Number:	3162636	XYREM	

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Registration Number:	3428812	XYREM
Registration Number:	2249959	XYREM
Registration Number:	2860730	XYREM
Registration Number:	2952351	XYREM (SODIUM OXYBATE) ORAL SOLUTION CIII
Registration Number:	2848521	XYREM PATIENT SUCCESS PROGRAM
Registration Number:	2867332	XYREM SUCCESS PROGRAM
Registration Number:	2860906	XYREM SUCCESS PROGRAM FOR PHYSICIANS

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-268-7000  
Email: jdecker@mofo.com  
Correspondent Name: Lynn M. Humphreys  
Address Line 1: 425 Market Street  
Address Line 2: Morrison & Foerster LLP  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	27292-13
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	06/30/2010

**Total Attachments: 10**  
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30 2010, is made between JPI COMMERCIAL, LLC, a Delaware limited liability company (the "Grantor"), and SILICON VALLEY BANK, as administrative agent for the "Lenders" party to the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

The Grantor, Jazz Pharmaceuticals, Inc., a Delaware corporation, certain financial institutions as lenders (the "Lenders") and the Administrative Agent are parties to a Credit Agreement dated as of June 30, 2010 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). In connection therewith, pursuant to the Guarantee and Collateral Agreement of even date herewith (as amended, modified, renewed or extended from time to time, the "Security Agreement"), among the Grantor, certain affiliates of the Grantor and the Administrative Agent, Grantor has granted to the Administrative Agent (for the benefit of the Lenders) a security interest in all of Grantor's present and future assets (other than Excluded Assets as such term is defined in the Security Agreement), including the Intellectual Property identified below, to secure the Secured Obligations (as defined in the Security Agreement). To supplement the Administrative Agent's security interest (for the benefit of the Lenders) in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Security Agreement, as the context may require.

(b) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as are described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all

licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as are described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding anything to the contrary herein, in no event shall the Collateral include any assets of the Grantor to the extent such assets constitute Excluded Assets.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new U.S. Trademark or U.S. Patent this Agreement shall automatically apply thereto. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new U.S. Patent or U.S. Trademark. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Administrative Agent and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE

REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 7 Submission to Jurisdiction; Jury Trial Waiver. The provisions of Section 8.12 of the Security Agreement regarding submission to jurisdiction and the waiver of the right to jury trial shall by this reference be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

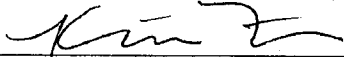
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**THE GRANTOR**

**JPI COMMERCIAL, LLC**



By:   
Name: Kathryn E. Falberg  
Title: Manager and Chief Financial Officer

Address:

JPI Commercial, LLC  
3180 Porter Drive  
Palo Alto, CA 94304

Attn: Kathryn E. Falberg  
Fax No.: (650) 496-3781  
Email: [kate.falberg@jazzpharma.com](mailto:kate.falberg@jazzpharma.com)

**THE ADMINISTRATIVE AGENT**

**SILICON VALLEY BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

Silicon Valley Bank  
555 Mission Street  
San Francisco, CA 94105

Attn: Alexis Coyle  
Fax No.: (415) 615-0076  
Email: [acoyle@svb.com](mailto:acoyle@svb.com)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**THE GRANTOR**

**JPI COMMERCIAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Address:

JPI Commercial, LLC  
3180 Porter Drive  
Palo Alto, CA 94304

Attn: Kate Falberg  
Fax No.: (650) 496-3781  
Email: kate.falberg@jazzpharma.com

**THE ADMINISTRATIVE AGENT**

**SILICON VALLEY BANK**

By:   
Name: ROBERT HANDWERKER  
Title: MANAGING DIRECTOR

Address:

Silicon Valley Bank  
555 Mission Street  
San Francisco, CA 94105

Attn: Alexis Coyle  
Fax No.: (415) 615-0076  
Email: acoyle@svb.com

SCHEDULE A  
to the Patent and Trademark Security Agreement

GRANTOR

Issued U.S. Patents and pending Patent U.S. Patent Applications of the Grantor

SERIAL NUMBER	PATENT NUMBER	FILING DATE	COUNTRY	TITLE	INVENTOR/ ASSIGNED TO OWNER (IF DIFFERENT) (Y/N)
8920979	5990162	29-Aug-97	United States of America	METHOD FOR TREATMENT OF FIBROMYALGIA AND CHRONIC FATIGUE SYNDROME	Y
9470570	6472431	22-Dec-99	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTION OF GAMMA HYDROXY BUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y
10194021	6780889	11-Jul-02	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTIONS OF GAMMA HYDROXYBUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y
10381224	7015200	3-Nov-03	United States of America	GAMMA-HYDROXYBUTYRATE COMPOSITIONS CONTAINING CARBOHYDRATE, LIPID OR AMINO ACID CARRIERS	Y
10841709	7262219	7-May-04	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTIONS OF GAMMA-HYDROXYBUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y
11183482	7572605	18-Jul-05	United States of America	GAMMA-HYDROXYBUTYRATE COMPOSITIONS CONTAINING CARBOHYDRATE, LIPID OR AMINO ACID CARRIERS	Y
11221403		7-Sep-05	United States of America	GHB COMPOSITIONS	Y
11777877		13-Jul-07	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTIONS OF GAMMA-HYDROXYBUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y
12465069		13-May-09	United States of America	GAMMA-HYDROXYBUTYRATE COMPOSITIONS CONTAINING CARBOHYDRATE, LIPID OR AMINO ACID CARRIERS	Y






SERIAL NUMBER	PATENT NUMBER	FILING DATE	COUNTRY	TITLE	INVENTOR/ ASSIGNED TO OWNER (IF DIFFERENT) (Y/N)
60234720		22-Sep-00	United States of America	GAMMA-HYDROXYBUTYRATE COMPOSITIONS CONTAINING CARBOHYDRATE, LIPID OR AMINO ACID CARRIERS	Y

SCHEDULE B  
to the Patent and Trademark Security Agreement

GRANTOR

U.S. Trademarks and Pending U.S. Trademark Applications of the Grantor

Mark	Goods / Services	Country	Appl. / Reg. No. / Date	Status
	CL 9: Multimedia software recorded on CD ROMs and available on the Internet for use by those who access and diagnose central nervous system and sleep disorders; pre-recorded compact discs and videotapes featuring information and educational materials for use by those who access and diagnose central nervous systems and sleep disorders CL 16: Printed materials for use in connection with medical assessments and diagnoses of central nervous system and sleep disorders; printed materials for use in informing and educating those who diagnose and assess central nervous system and sleep disorders; and printed materials for use in facilitating communication between those who assess and diagnose central nervous system and sleep disorders and their patients CL 44: Providing information to those who assess and diagnose central nervous system and sleep disorders	U.S.	3,114,923 7/11/2006	Registered
	CL 5: Pharmaceutical Preparation for the treatment of narcolepsy	U.S.	2,423,880 1/23/2001	Registered
	CL 5: Pharmaceutical preparation for the treatment of narcolepsy	U.S.	2,472,156 7/24/2001	Registered
1-866-XYREM88	CL 44: Providing information at the request of patients and physicians by means of telephone regarding the safe and appropriate use and distribution of medications used to treat sleep disorders	U.S.	2,774,178 10/14/2003	Registered
BELMORO	CL 5: Pharmaceutical preparations	U.S.	77/797,806 8/5/2009	Pending

<b>Mark</b>	<b>Goods / Services</b>	<b>Country</b>	<b>Appl. / Reg. No. / Date</b>	<b>Status</b>
<b>CATALYST</b>	CL 9: Multimedia software recorded on CD ROMs and available on the Internet for use by those who access and diagnose central nervous system and sleep disorders; pre-recorded compact discs and videotapes featuring information and educational materials for use by those who access and diagnose central nervous systems and sleep disorders CL 16: Printed materials for use in connection with medical assessments and diagnoses of central nervous system and sleep disorders; printed materials for use in informing and educating those who diagnose and assess central nervous system and sleep disorders; and printed materials for use in facilitating communication between those who assess and diagnose central nervous system and sleep disorders and their patients CL 44: Providing information to those who assess and diagnose central nervous system and sleep disorders	U.S.	3,114,867 7/11/2006	Registered
<b>MYARIVE</b>	CL 5: Pharmaceutical preparations	U.S.	77/797,803 8/5/2009	Pending
<b>REKINLA</b>	CL 5: Pharmaceutical preparations	U.S.	77/797,778 8/5/2009	Pending
<b>XYREM</b>	CL 5: same as XYREM Brazil	U.S.	3,309,255 10/9/2007	Registered
<b>XYREM</b>	CL 9: Pre-recorded videotapes and DVDs featuring medical information; decorative magnets; and graduated rulers	U.S.	3,162,632 10/24/2006	Registered
<b>XYREM</b>	CL 16: Printed materials concerning medicine; padfolios; and note cards	U.S.	3,162,633 10/24/2006	Registered
<b>XYREM</b>	CL 38: Providing on-line communications links which transfer the website user to other local and global web pages; and on-line document delivery via a global computer network	U.S.	3,162,634 10/24/2006	Registered
<b>XYREM</b>	CL 42: Providing customized on-line web pages featuring user-defined information, which includes on-line web links to other web sites; providing information at the specific request of end-users by means of telephone or global computer networks	U.S.	3,162,635 10/24/2006	Registered
<b>XYREM</b>	CL 44: Medical information; providing medical information; and providing health care information by telephone and the internet	U.S.	3,162,636 10/24/2006	Registered

Mark	Goods / Services	Country	Appl. / Reg. No. / Date	Status
<b>XYREM</b>	CL 20: Pillows CL 24: Bed blankets CL 25: Clothing, namely jackets and vests	U.S.	3,428,812 5/13/2008	Registered
<b>XYREM</b>	CL 5: Pharmaceutical preparation for the treatment of narcolepsy	U.S.	2,249,959 6/1/1999	Registered
<b>XYREM</b>	CL 5: Pharmaceutical preparations for the treatment of diseases of the central nervous system and a variety of conditions, symptoms, and diseases, namely, narcolepsy, fibromyalgia, insomnia and myositis	U.S.	2,860,730 7/6/2004	Registered
<b>XYREM (SODIUM OXYBATE) ORAL SOLUTION &amp; DESIGN</b>	CL 5: Pharmaceutical preparations for use in the treatment of sleep disorders	U.S.	2,952,351 5/17/2005	Registered
<b>XYREM PATIENT SUCCESS PROGRAM</b>	CL 44: Providing telephone support services to patients regarding the safe and appropriate use and distribution of medications used to treat sleep disorders; providing medical information via telephone and in the form of written educational materials to patients in connection with the safe and appropriate use and distribution of medication for the treatment of sleep disorders	U.S.	2,848,521 6/1/2014	Registered
<b>XYREM SUCCESS PROGRAM</b>	CL 44: Providing telephone support services to physicians regarding the safe and appropriate use and distribution of medications used to treat sleep disorders; providing medical information via telephone and in the form of written educational materials to physicians in connection with the safe and appropriate use and distribution of medication for the treatment of sleep disorders	U.S.	2,867,332 7/24/2004	Registered
<b>XYREM SUCCESS PROGRAM FOR PHYSICIANS</b>	CL 44: Providing telephone support services to physicians regarding the safe and appropriate use and distribution of medications used to treat sleep disorders; providing medical information via telephone and in the form of written educational materials to physicians in connection with the safe and appropriate use and distribution of medication for the treatment of sleep disorders	U.S.	2,860,906 7/6/2004	Registered